

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO

IN RE:  
RAMONA ROBLES LUGO  
DEBTOR

CASE NO. 21-01353 (MCF)  
CHAPTER 13

REPLY TO DEBTOR'S  
"RESPONSE TO USDA'S "MOTION IN COMPLIANCE WITH COURT ORDER"  
AND REQUESTING LEAVE TO FILE PUBLIC DOCUMENT IN SPANISH

TO THE HONORABLE COURT:

Comes now creditor USDA Rural Development (hereinafter, "USDA"), through the undersigned counsel who respectfully alleges and prays as follows:

1. The appearing creditor must point out that contrary to debtor's allegations in debtor's response, docket 52, **the deed of mortgage expressly states that the lien also secures subsidy recapture rights**. To that effect, clause number Twentieth states:

Twentieth: This instrument also secures the recapture of any interest credit or subsidy which may be granted to the borrowers by the Government pursuant to Forty-Two U.S.C. Fourteen Ninety-a. (42 U.S.C. 1490a).

2. Moreover, when the Property Registrar registered the lien, he expressly refers to clause number Twentieth. To that effect, the manuscript registration of the lien clearly states the following (for which the U.S.D.A. requests 21 days to obtain an official translation):

(Vigésimo) Este instrumento garantiza asimismo el rescate o recuperación de cualquier crédito por interés o subsidio que pueda otorgarse a los prestatarios por el gobierno de acuerdo con las disposiciones del título cuarentidos del código de Estados Unidos Sección mil cuatrocientos noventa a (42 U.S.C. 1490a).

We attach, for the convenience of the court, copy of the actual page of the Registrar's book that contains the cited reference to the lien guarantee of the subsidy recapture. We request leave to file the Spanish version and pledge to provide an English translation within the next 21 days, on or before Tuesday May 31<sup>st</sup>, 2022.

Wherefore, creditor requests this Honorable Court to deny debtor's objection to proof of claim, and deny confirmation of the proposed payment plan because it does not purport to pay the USDA the total amount owed in its claim.

Respectfully submitted, in San Juan, Puerto Rico, this 10<sup>th</sup> day of May 2022.

**CERTIFICATE OF SERVICE**

I hereby certify that on the same date above I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following: Chapter 13 Trustee Alejandro Oliveras Rivera (aorecf@ch13sju.com), and debtor's attorney Eduardo J. Mayoral Garcia (emayoral@gmail.com). I hereby certify that I have mailed by United States Postal Service the document to the following non-CM/ECF participant: Debtor. Ramona Robles Lugo at Alturas de Bucarabones Calle 40 Bloque 3 R-3, Toa Alta, PR 00953

/s/ Juan Carlos Fortuño Fas  
JUAN CARLOS FORTUÑO FAS  
USDCPR 211913  
FORTUÑO & FORTUÑO FAS, C.S.P.  
P.O. BOX 3908 | GUAYNABO, PR 00970  
TEL. 787-751-5290 | FAX. 787-751-6155  
e-mail: bkfilings@fortuno-law.com

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# REGISTRO DE LA PROPIEDAD

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OTAS MARGINALES



FINCA NO. 13,946

Ver contenido previo autorización por escrito del acreedor hispano  
tecnico conforme a los reglamentos presentes y aquello futuro que  
se prosuegaren de acuerdo a las leyes federales y locales no incos-  
istentes o incompatibles con las leyes actuales que gobiernan el  
tipo de préstamo. (Vigencia) Este instrumento garantiza al mismo  
el rescate o recuperación de cualquier crédito por intereses sub-  
sidio que pueda atargarse a los prestatarios por el gobierno de  
acuerdo con las disposiciones del título cuarentidos del código de esta-  
dos unidos de acuerdo mil cuatrocientos veinte y cuatro u.s.c. 450-a).

Esto resulta de las esencias citadas presentes  
a las 11:25 y 11:30 AM del 19 de octubre de 1987  
a los Asientos 233 y 234 del Diario 73.

Payano a 8 de febrero de 1988  
Dips: \$ 126.00 + Sin Dips Leyes  
punto  
N. 4, 511 Q. 1